

**ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY
CONSULTANT SERVICES AGREEMENT**

THIS IS AN AGREEMENT entered into the ___ day of January, 2016 by and between the Roseville Economic Development Authority, hereinafter referred to as the REDA, and Kennedy & Graven, Chartered, a professional association organized and existing under the laws of the State of Minnesota, hereinafter referred to as the Consultant.

WITNESSETH:

WHEREAS, the REDA desires to hire the Consultant to render certain legal, technical, and professional assistance in connection with the undertakings of the REDA.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Scope of Services. The Consultant shall perform necessary and requested services regarding legal actions relating to the implementation and activities of the REDA as outlined in Attachment A of this agreement and summarized as follows:

- A. Provide on-call legal services to support the REDA including:
 - 1. Creating and updating the REDA's enabling and operating legal documents;
 - 2. Attending REDA meetings as necessary; and
 - 3. Assisting in the due diligence, acquisition and disposition of any REDA-owned property.
- B. Assist in the negotiation and preparation of private development contracts and other contracts between the REDA and the developers or businesses.
- C. Assist with the development of housing and economic development programs.

II. Term. This agreement shall be effective upon the approval of the REDA Board of Commissioners and execution by the President and Executive Director and continue for one calendar year, or as stipulated by Attachment A, or until terminated by either party upon 30-day written notice thereof, whichever occurs first.

III. Compensation. The fees for the Consultant's services will be billed on an hourly basis in accordance with the rates set forth on Attachment B. Fees shall be paid within 30 days following receipt of a monthly invoice for services performed on an as needed basis. Consultant will also charge for reasonable out of pocket expenses such as faxes, reproduction, delivery services, long distance telephone calls and other similar items.

IV. Indemnification. The parties shall indemnify and hold harmless each other and their officials, agents, and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and expenses of litigation) arising out of any action constituting malfeasance or

gross negligence of the respective parties in the performance of the service of this contract.

V. Assignment. This agreement shall not be assigned, sublet, or transferred without the written consent of the REDA.

VI. Conflict of Interest. The Consultant agrees to immediately inform, by written notice, the REDA Executive Director of possible contractual conflicts of interest in representing the REDA, as well as property owners or developers on the same project. Conflicts of interest may be grounds for termination of this Agreement.

VII. Notices. All notices to be given hereunder shall be in writing and shall be deemed given on the earlier of receipt or three (3) business days after deposit in the United States mail, postage prepaid, addressed to:

Roseville Economic Development Authority
Attn: Executive Director
2660 Civic Center Drive
Roseville, MN 55113

B. Kennedy Graven, Chartered
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402


VIII. Attachments. All attachments referenced in the agreement are attached to and incorporated into this agreement, and are part hereof as though they were fully set forth in the body of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and on their behalf on the date first above written.

ROSEVILLE ECONOMIC DEVELOPMENT
AUTHORITY



Its President



Its Executive Director

KENNEDY & GRAVEN, CHARTERED

Its President

Attachment A

Consultant's Services

- A. For specific projects or programs, assist with analysis of finance options.
- B. Assist in the negotiation and preparation of contracts for private development, assessment agreements, special assessment agreements, interest rate reduction programs, revenue notes, and other contractual arrangements between the REDA and a developer or business.
- C. Assist with the development of housing and economic development programs and prepare the appropriate documents and resolutions.
- D. Assist in putting loan documents together for loan programs and/or any project specific loan that utilizes REDA funds.
- E. Assist in the due diligence, acquisition, and disposition of any REDA-owned property.

Consultant's 2016 Hourly Rates

Development & EDA Counsel

The standard billing rate for each attorney, paralegal and law clerk for development and redevelopment services that are *not* reimbursed by a private developer, as well as general EDA services, is listed below:

John Utley	230
Jenny Boulton	195
Melissa Manderscheid	185
Sarah Sonsalla	195
Ron Batty	230
Julie Eddington	195
Martha Ingram	195
Sofia Lykke	180
Gina Fiorini	180
Bob Alsop	215
Doug Shaftel	185
All Paralegals	135
All Law Clerks	125

The standard rate for all attorneys where the fees are reimbursed by developers at no long-term cost to the Authority is \$300/hour (referred to as the "pass-through rate"). The pass-through rate for paralegals and law clerks is the same as above.